



THE COLLEGE SYSTEM  
of TENNESSEE

1 Bridgestone Park, Third Floor  
Nashville, Tennessee 37214  
615-366-4400 OFFICE 615-366-3922 FAX

tbr.edu

November 15, 2017

Ms. Krista Lee, Director  
320 6<sup>th</sup> Avenue North  
8<sup>th</sup> Floor, Rachel Jackson Building  
Nashville, TN 37243

Dear Ms. Lee:

Per Fiscal Review's request to see non-competitive agreements/amendments, enclosed please find a requested addition to the Master Agreement between the Tennessee Board of Regents/the University of Tennessee and the Education Advisory Board (EAB) for a Membership in its data analytics, predictive modeling and student success products. This Amendment is to add Tennessee State University (TSU) at their request.

As you will recall, an Agreement with EAB was approved at the June 2016 Fiscal Review Committee Meeting, with the understanding that if any additional institutions wished to participate, it would come back to the Committee for approval. Please note that there was a misunderstanding by TSU regarding this Master Agreement and they were under the impression that, because TSU was listed in the Master Agreement as a potential participant, they were approved to move forward with EAB and did so in the Fall of 2016. Once we became aware of this issue, TBR requested the paperwork be submitted to get this presented to the Fiscal Review Committee.

Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the appropriate representatives to ensure they are present for the meeting in which the contract will be discussed. If you have any questions or need additional information, please feel free to contact me at (615) 366-4436 or by email at [angela.flynn@tbr.edu](mailto:angela.flynn@tbr.edu)

Sincerely,

Angela Gregory Flynn  
Assistant Vice Chancellor for Purchasing and Contracts

cc: Chancellor Tydings, TBR  
Vice Chancellor Gibbs, TBR  
Glenda Glover, TSU

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration  
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #

2) State Agency Name:

Tennessee Board of Regents

## EXISTING CONTRACT INFORMATION

3) Service Caption:

Amendment to Add Tennessee State University to data analytics, predictive modeling and student success products

4) Contractor:

Education Advisory Board

5) Contract #

TBR Contract No. 105629

6) Contract Start Date:

5/25/2016

7) Current Contract End Date IF all Options to Extend the Contract are Exercised:

5/24/2021

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:

\$2,562,639

## PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment #

2

10) Proposed Amendment Effective Date:

(attached explanation required if date is < 60 days after F&A receipt)

Upon approval

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:

12/30/2021

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:

\$4,841,139.00

13) Approval Criteria :  
(select one)

☐

use of Non-Competitive Negotiation is in the best interest of the state

☒

only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service:

For TSU to subscribe to the Student Success Collaborative – Campus and Academic Performance Solutions

15) Explanation of Need for the Proposed Amendment :

To add Tennessee State University to the existing Master Agreement to improve student success, retention and outcomes.

**16) Name & Address of Contractor's Current Principal Owner(s):**  
(not required if proposed contractor is a state education institution)

Education Advisory Board, a division of The Advisory board, 2445 M Street NW, Washington, DC 20037

**17) Documentation of Office for Information Resources Endorsement:**  
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement:**  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**19) Documentation of State Architect Endorsement:**  
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:**

Universities have sought to identify other products in the marketplace that offer student success software and/or services. While there are other companies that can provide some services similar to those offered by EAB, the EAB offering is the only initiative that provides all the services desired in a bundled format, including development of degree maps and milestones, a web-based student degree tracking system for advisory, a web-based reporting tool for academic administrators, ongoing training and support, and benchmarking and member networking for best-practice sharing.

**21) Justification for the Proposed Non-Competitive Amendment:**

**REQUESTING AGENCY HEAD SIGNATURE & DATE:**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

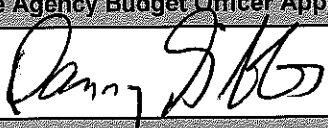
1. The vendor possesses exclusive and/or predominant capabilities or the items contain a patented feature providing superior utility not obtainable from similar products.
2. The product or service is unique and easily established as one of a kind.
3. The product is available from only one source and not merchandised through wholesalers, jobbers, and retailers.

  
Flora W. Tydings, Chancellor

11-17-17  
Date

# CONTRACT SUMMARY SHEET

021406

<b>RFS #</b>				<b>Contract #</b>			
<b>State Agency</b>				<b>State Agency Division</b>			
Tennessee Board of Regents							
<b>Contractor Name</b>				<b>Contractor ID # (FEIN or SSN)</b>			
Education Advisory Board				<input type="checkbox"/> C- or <input type="checkbox"/> V-			
<b>Service Description</b>							
Data analytics, predictive modeling and student success products							
<b>Contract BEGIN Date</b>		<b>Contract END Date</b>		<b>Subrecipient or Vendor?</b>		<b>CFDA #</b>	
30-Sep-16		30-Dec-21					
<b>Mark Each TRUE Statement</b>							
<input type="checkbox"/> Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
<b>Allotment Code</b>		<b>Cost Center</b>		<b>Object Code</b>		<b>Fund</b>	
<b>Funding Grant Code</b>		<b>Funding Subgrant Code</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
2016-17					\$ 849,987.00		
2017-18					\$ 907,288.00		
2018-19					\$ 907,288.00		
2019-21					\$ 1,088,288.00		
2020-21					\$ 1,088,288.00		
					\$ -		
<b>TOTAL:</b>	\$ -	\$ -	\$ -	\$ -	<b>\$ 4,841,139.00</b>		
<b>— COMPLETE FOR AMENDMENTS ONLY —</b>				<b>State Agency Fiscal Contact &amp; Telephone #</b>			
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Danny Gibbs, Vice Chancellor for Business and Finance, (615) 366-3921				
2016-17	\$ 489,487.00	\$ 360,500.00	<b>State Agency Budget Officer Approval</b> 				
2017-18	\$ 603,788.00	\$ 303,500.00					
2018-19	\$ 603,788.00	\$ 303,500.00					
2019-20	\$ 784,788.00	\$ 303,500.00					
2020-21	\$ 784,788.00	\$ 303,500.00					
			<b>Funding Certification</b> (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
<b>TOTAL:</b>	\$ 3,266,639.00	\$ 1,574,500.00					
<b>End Date</b>							
<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix: FA or GR)							
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input checked="" type="checkbox"/> Small Business <input checked="" type="checkbox"/> NOT disadvantaged	
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input type="checkbox"/> OTHER minority/disadvantaged—	
<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation				<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation		<input type="checkbox"/> Negotiation w/ Government(eg, ID, GG, GU)				<input type="checkbox"/> Other	
<b>Procurement Process Summary</b> (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
The EAB offerings provide a unique combination of predictive modeling and case management not available elsewhere in the marketplace.							

## Supplemental Documentation Required for Fiscal Review Committee

<b>*Contact Name:</b>	Angela Gregory Flynn	<b>*Contact Phone:</b>	(615) 366-4436
<b>*Contract Number:</b>	NA	<b>*RFS Number:</b>	NA
<b>*Original Contract Begin Date:</b>	6/01/2016	<b>*Current End Date:</b>	5/31/21
<b>Current Request Amendment Number:</b> <i>(if applicable)</i>	2		
<b>Proposed Amendment Effective Date:</b> <i>(if applicable)</i>	Upon Approval		
<b>*Department Submitting:</b>	Tennessee Board of Regents on behalf of TSU		
<b>*Division:</b>			
<b>*Date Submitted:</b>	11/15/17		
<b>*Submitted Within Sixty (60) days:</b>	Yes		
<i>If not, explain:</i>			
<b>*Contract Vendor Name:</b>	Education Advisory Board		
<b>*Current Maximum Liability:</b>	\$4,841,139.00		
<b>*Current Contract Allocation by Fiscal Year:</b> <b>(as Shown on Most Current Fully Executed Contract Summary Sheet)</b>			
FY: 2016/2017	FY:2017/2018	FY:2018/2019	FY:2019/2020
\$849,987.00	\$907,288.00	\$907,288.00	\$1,088,288.00
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <b>(attach backup documentation from STARS or FDAS report)</b>			
FY: 2016/17			FY
\$849,9867.00			\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>		NA	
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>		NA	
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</b>		NA	
<b>*Contract Funding Source/Amount:</b>	<b>State:</b>	\$3,509,639.00	<b>Federal:</b>
<b>Interdepartmental:</b>		<b>Other:</b>	

## Supplemental Documentation Required for Fiscal Review Committee

If "other" please define:		
<b>Dates of All Previous Amendments or Revisions:</b> <i>(if applicable)</i>	<b>Brief Description of Actions in Previous Amendments or Revisions:</b> <i>(if applicable)</i>	
<b>Method of Original Award:</b> <i>(if applicable)</i>		
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>	Sole Source	
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>	NA	
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>	NA – The service is uniquely provided by EAB.	



**Re: Letter of Agreement ("LOA") – EAB Student Success Collaborative™- Campus  
and EAB Academic Affairs Forum™**

Thank you for the time you have taken to evaluate whether you will participate in the EAB Student Success Collaborative- Campus ("**SSC-Campus**") and the EAB Academic Affairs Forum. EAB, a division of The Advisory Board Company ("**EAB**" or "**we**"), is excited about the opportunity to work with Tennessee State University ("**Member**" or "**you**") and is submitting this document for your signature to enroll your organization as a member of the SSC- Campus and EAB Academic Affairs Forum (the "**Programs**").

**I. Terms of Coverage**

Under the terms of this LOA, Member will have access to all services provided as part of the Programs, which will include access to a cloud-based analytics and workflow platform, on-site training sessions with end users, and access to best practice research and services to help member organizations improve performance. SSC- Campus components and services are described in greater detail in the Scope of Services attached to this LOA as **Annex A**. In addition, EAB Academic Affairs Forum components and services are described in greater detail in the Membership Overview attached to this LOA as **Annex B**.

Furthermore, we are pleased to provide additional implementation support to Member through Data Acquisition services, which are used to generate data extracts to populate the SSC- Campus business intelligence tool. If applicable, Member is responsible for complying with the Institution Support Requirements as outlined in the Data Acquisition services Scope.

The term of your membership in the Programs shall be in accordance with the applicable option you select below (the "**Term**"). Member recognizes it is responsible for providing initial data extraction as well as subsequent extractions as necessary throughout the Term. Moreover, Member agrees to work with our project team to develop the system configuration, data extraction and validation, and implementation. Membership will cover all the colleges who participate in the Program, as mutually selected, by the project team and Member. Member will make its staff and advisors available to work with EAB project team as necessary and reasonable for product delivery.

## II. Terms of Membership

EAB is pleased to provide the terms of membership options outlined below, which include your Annual Service Fees and membership dates for the Programs.

**Five-Year Term with no Annual Price Increase.** Member to initial in the space provided to enroll Member in a five (5) year term to begin on September 30, 2016 and end on September 29, 2021, with the Annual Service Fees below. The Annual Service Fees will be held flat, with no annual price increase during the 5 year term.

	Project Initiation Fee (One-Time)	Annual Service Fees
<b>EAB SSC- Campus Preferred Service Fee</b>	<b>\$57,000</b>	<b>\$138,000</b>
<b>EAB Academic Affairs Forum Preferred Service Fee</b>	<b>N/A</b>	<b>\$28,500</b>

In either option selected above, upon execution of this LOA, Member shall make an initial payment to EAB in the amount of \$223,500, representing the initiation fee plus the first year Annual Service Fee. The subsequent annual service fees will be billed in advance in twelve-month increments. We will also invoice an additional \$7,500 per membership year to offset our travel and other similar administrative expenses.

On the last day of the Term (and any further extensions thereof), the term of your Programs shall automatically renew for an additional 12-month period, and for successive 12-month periods thereafter, unless either party provides the other party written notice of non-renewal at least 60 days prior to the expiration of the then-current term. The annual service fee for each additional 12-month period will be the Annual Service Fee in effect during the immediately preceding 12-month period increased by five percent.

### III. Enrollment

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Member hereby agrees to the (i) Standard Terms of Membership for the SSC- Campus attached hereto and incorporated herein by this reference and (ii) Standard Terms of Membership for the EAB Academic Affairs Forum available at [www.advisory.com/TCNPT](http://www.advisory.com/TCNPT) and incorporated herein by reference.

To initiate your involvement as a member of the Programs under the terms of this LOA, please return a signed copy of this LOA via facsimile to our offices at 202-266-5700 (**Attn: Benjamin Roberts**) or e-mail to **Brobterts@eab.com** no later than **September 29, 2016** (after which the fees set forth above are subject to change).

**EAB**, a division  
of **The Advisory Board Company**:

**Tennessee State University:**

By: 

By: 

Name: Ben Roberts

Name: Glenda Glover

Title: Director

Title: President

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October 20, 2016  
Tennessee State University

**Re: Addendum to the Letter of Agreement – EAB Student Success Collaborative – Campus and EAB Academic Affairs Forum**

Dear Jane and Pam,

As you know, Tennessee State University ("**Member**" or "**you**") enrolled in the Student Success Collaborative – Campus and Academic Affairs Forum memberships of The Education Advisory Board, a division of The Advisory Board Company, (the "**EAB**" or "**we**") pursuant to the Letter of Agreement - EAB Student Success Collaborative – Campus and EAB Academic Affairs Forum dated September 29, 2016 (as may be previously supplemented and amended, the "**Agreement**"). This addendum to the Agreement (this "**Addendum**") shall confirm your enrollment in the Academic Performance Solutions membership (the "**Membership**") under the terms of the Agreement. As such, this Addendum amends and supplements the Agreement as set forth below.

## **I. Terms of Coverage**

Under the terms of this Addendum and the Agreement, EAB research, services and materials made available to you as part of the Membership, as described in the attached **Summary of Services** are for the sole use of Member.

The following institutions are included in this Addendum:  
Tennessee State University

Member and EAB agree that the Membership will evolve, change, expand and improve on an ongoing basis. To that end, Member will support EAB by contributing to, mutually developing, and approving the following with respect to the Membership (collectively, the "**Collaboration Efforts**"), which shall be owned exclusively by EAB as set forth in the Standard Term of Membership under the Agreement:

- Feedback, including possible enhancements and improvements;
- Product road maps;
- Support and operations procedures; and
- Serve as a reference site for potential Program members.

## **II. Terms of Membership**

EAB is pleased to provide the preferred Membership details outlined below, including your contribution amounts and membership dates. EAB requests payment of the annual Membership contribution within 30 days of the start of each program year. For those organizations that prefer to spread the contribution across the year, the Advisory Board requests an additional contribution of \$1,000 to offset carrying costs of delayed invoicing.

Please note that the term of your participation in the Membership will begin on October 28<sup>th</sup>, 2016 and end on October 27<sup>th</sup>, 2021 (the "**Membership Term**," and each year therein, a "**Year**").

Membership	Standard Contribution	Preferred Annual Contribution
Academic Performance Solutions	\$203,000	\$125,000

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\* The annual Membership contribution for each Membership year beyond Year 1 shall remain flat and no increase during the Membership Term.

In addition, EAB will add a standard fee of \$4,500 per Membership to the annual contribution to cover travel and administrative expenses.

### III. Enrollment

Except as provided in this Addendum, the terms and conditions of the Agreement remain in full force and effect. This Addendum may be signed using one or more counterparts. The multiple executed copies together will be considered an original and will be binding on the parties.

If the foregoing continues to be acceptable and agreeable, please return a signed copy of this Addendum via facsimile to our offices at 202-266-5700 to Attn: [Hersh Steinberg] or e-mail to [hsteinberg@eab.com](mailto:hsteinberg@eab.com).

Education Advisory Board, a division  
of The Advisory Board Company:

Tennessee State University:

By: \_\_\_\_\_

By: Glenda Glover

Name: Hersh Steinberg

Name: Dr. Glenda Glover

Title: Managing Director

Title: President

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